



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
REGION 13  
Dirksen Federal Building  
219 South Dearborn Street, Suite 808  
Chicago, IL 60604-2027

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (312)353-7570  
Fax: (312)886-1341

April 8, 2021

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Re: Amazon.com Services, LLC d/b/a DCH1  
Cases 13-CA-256021, 13-CA-259095, 13-  
CA-259150, 13-CA-259200, 13-CA-  
259279, 13-CA-259408 & 13-CA-261827

Dear (b) (6), (b) (7)(C):

We have carefully investigated and considered your charges that Amazon has violated the National Labor Relations Act.

**Decision to Approve Settlement Agreement:** All of the Charging Parties were given the opportunity to enter into the settlement agreement, or to voice any objections to its approval. Of the six Charging Parties, only (b) (6), (b) (7)(C) (the Charging Party in Case 13-CA-259279) has entered into the settlement agreement. Of the remaining five Charging Parties that have not executed the settlement, only (b) (6), (b) (7)(C) (the Charging Party in Case 13-CA-259150) and (b) (6), (b) (7)(C) (the Charging Party in Cases 13-CA-256021 and 13-CA-261827) have submitted their objections to the approval of the settlement agreement. In the objections filed,<sup>1</sup> (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) contend that the settlement agreement should apply to facilities in addition to the DCH1 facility, particularly in light of the closure on April 2, 2021 of the DCH1 facility. However, inasmuch as the Region's investigation revealed violations to have occurred only at the Employer's DCH1 facility, the scope of the settlement applicable solely to the DCH1 facility

<sup>1</sup> In (b) (6), (b) (7)(C) objections, Charging Party (b) (6), (b) (7)(C) also proposed a name change of the employee organization currently known as Amazonians United Chicagoland, which was formerly DCH1 Amazonians United. The Region has agreed to make this modification in the Notice to Employees attached to the settlement agreement, and the Charging Parties have been made aware of this modification.

here is appropriate. Furthermore, by the terms of the settlement agreement, the Employer is to disseminate the Notice to Employees via e-mail and a posting on its A to Z app, so the affected employees will receive the Notice to Employees. If any person or entity wishes to allege unlawful conduct that occurred at a facility other than the DCH1 facility, you may file a new charge, and the Region will conduct an investigation. Accordingly, in view of the terms the Charged Party has agreed to in the attached Settlement Agreement, I have determined that it would not effectuate the purposes of the National Labor Relations Act to institute further proceedings at this time. I am, therefore, approving the Settlement Agreement and refusing to issue a complaint in this matter.

**Charging Parties' Right to Appeal in cases 13-CA-256021, 13-CA-259095, 13-CA-259150, 13-CA-259200, 13-CA-259408 and 13-CA-261827:** The Charging Parties may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

**Means of Filing:** You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible (Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's E-Filing policy are available at [www.nlr.gov](http://www.nlr.gov). See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at [www.nlr.gov](http://www.nlr.gov). If you require additional assistance with E-Filing, please contact [e-Filing@nlrb.gov](mailto:e-Filing@nlrb.gov)).

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

**Appeal Due Date:** The appeal is due on **April 22, 2021**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than April 21, 2021. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

**Extension of Time to File Appeal:** The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before April 22, 2021**. The request may be filed electronically through the *E-File Documents* link on our website [www.nlr.gov](http://www.nlr.gov), by fax to

(202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after April 22, 2021, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

**Confidentiality:** We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,

*/s/ Daniel N. Nelson*

Daniel N. Nelson  
Acting Regional Director

Enclosure

cc: (b) (6), (b) (7)(C)  
Amazon  
2801 S. Western Avenue  
Chicago, IL 60608

Andriette A Roberts, Esq.  
Morgan, Lewis & Bockius, LLP  
101 Park Avenue, 37th Floor  
New York, NY 10178

Nicole A. Buffalano, Esq.  
Morgan, Lewis & Bockius LLP  
300 South Grand Ave., 22nd Floor  
Los Angeles, CA 90071-3132

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

**APPEAL FORM**

To: General Counsel  
Attn: Office of Appeals  
National Labor Relations Board  
1015 Half Street SE  
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in approving the settlement agreement in

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Case Name(s).

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Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

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*(Signature)*

## E-FILING TO APPEALS

1. **Extension of Time:** This document is used when the Charging Party is asking for more time to efile an Appeal.
  - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
  - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.
2. **File an Appeal:** If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.
  - Only **one (1) Appeal** can be e-filed to **each** determination in the Region's decision letter that is received.
  - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.
3. **Notice of Appearance:** Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.
  - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
  - This document can be e-filed **before** an Appeal is e-filed.
4. **Correspondence:** Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.
  - Correspondence is used to e-file documents **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
5. **Position Statement:** The Charging Party or Charged Party may e-file a Position Statement.
  - The Charging Party will e-file this document as a supplement of the Appeal.
  - The Charged Party will specifically file one to support the Region's decision.
  - This document should be e-filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.
6. **Withdrawal Request:** If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.
  - This document should be e-Filed **after** an **Extension of Time, Appeal or Notice of Appearance** has been e-filed.



7. The selections of **Evidence** or **Other** should no longer be used.

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**Amazon.com Services, LLC d/b/a DCH1**

**Cases 13-CA-256021, 13-CA-259095, 13-CA-259150, 13-CA-259200, 13-CA-259279, 13-CA-259408, and 13-CA-261827**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**ELECTRONIC POSTING OF NOTICE** – After the Regional Director has approved this Agreement, the Charged Party will post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on the news alert page of the Charged Party’s A to Z application (app) and mobile website [atoz.amazon.work](http://atoz.amazon.work), for employees of the DCH1 – Delivery Station, 2801 S Western Avenue, Chicago, IL, the only facility involved in this matter (“DCH1” or the “Facility”), and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the posting on the A to Z app and mobile website, along with a fully completed Certification of Posting form, via the Agency’s e-filing portal at [www.nlr.gov](http://www.nlr.gov). Should further investigation or verification of the electronic posting become necessary, the Charged Party will provide access to the Compliance Assistant or Compliance Officer assigned to the case.

**E-MAILING OF NOTICE** - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to the e-mail addresses the Employer has on file for all of its employees who have worked anytime during the time period since January 1, 2020 to today’s date at the DCH1 Delivery Station at 2801 S Western Avenue in Chicago, Illinois. The message of the e-mail transmitted with the Notice will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 13 of the National Labor Relations Board in Case(s) 13-CA-256021, 13-CA-259095, 13-CA-259150, 13-CA-259200, 13-CA-259279, 13-CA-259408, and 13-CA-261827.” To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients’ e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency’s e-filing portal at [www.nlr.gov](http://www.nlr.gov).

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**NON-ADMISSION CLAUSE** — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s) - Cases 13-CA-256021, 13-CA-259095, 13-CA-259150, 13-CA-259200, 13-CA-259279, 13-CA-259408, and 13-CA-261827, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to

use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If any of the Charging Parties fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

**AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY** — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes \_\_\_\_\_ No \_\_\_\_\_  
Initials Initials

**PERFORMANCE** — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance at DCH1 with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If any of the Charging Parties does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b> <b>Amazon.com Services, LLC d/b/a DCH1</b>	<b>Charging Parties, each signing separately</b> <b>(b) (6), (b) (7)(C)</b> (Individual Charging Party in 13-CA- 256021 and 13-CA-261827 <b>(b) (6), (b) (7)(C)</b> (Individual Charging Party in 13-CA- 259095) <b>(b) (6), (b) (7)(C)</b> (Individual Charging Party in 13-CA-259150 <b>(b) (6), (b) (7)(C)</b> (Individual Charging Party in 13-CA-259200) <b>(b) (6), (b) (7)(C)</b> (Individual Charging Party in 13-CA- 259279) <b>(b) (6), (b) (7)(C)</b> (Individual Charging Party in 13-CA- 259408)
By:            Name and Title                      Date  <i>/s/ Zane Brown</i> <i>4/2/2021</i>	By:            Name and Title                      Date  <i>/s/ (b) (6), (b) (7)(C)</i> <i>4/5/2021</i>
Print Name and Title below Zane Brown, Vice President and Associate General Counsel	Print Name and Title below <b>(b) (6), (b) (7)(C)</b>
Recommended By:                                      Date  <i>/s/ J. Prokop</i> Jana Prokop Field Examiner	Approved By:    Date  <i>/s/ Daniel N. Nelson</i> Daniel N. Nelson Acting Regional Director, Region



**(To be printed and posted on official Board notice form)**

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT do anything to** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** ask you about your involvement, support for, or participation with Amazonians United Chicagoland (formerly DCH1 Amazonians United), or other union or protected concerted activity; or ask you questions about where content from the Amazonians United Chicagoland (formerly DCH1 Amazonians United) employee newsletter originated, including where employees received the information regarding VTO manager bonuses; or ask you what you or other employees were discussing while you are engaged in protected concerted activities, such as the March and April 2020 Coronavirus safety demonstrations, or how you felt or what your experience was during those demonstrations.

**WE WILL NOT** take pictures of you while you are engaged in peaceful protected concerted demonstrations in order to find out about your activities or involvement in those demonstrations.

**WE WILL NOT**, in retaliation for your engaging in the Coronavirus safety demonstrations in March and April 2020, instruct you to leave or tell you, under threat of discipline or discharge, that you cannot remain in the breakroom area or area outside of our Facility entrance or property.

**WE WILL NOT**, in retaliation for your engaging in the Coronavirus safety demonstrations in March and April 2020, create or maintain any rules that limit your access to non-working areas in or outside the Facility, such as the 15-Minute Rule.

**WE WILL NOT** issue discipline to you because you exercise your right to bring work-related issues and complaints to us on behalf of yourself and other employees.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL**, within 7 days of the approval of this Settlement Agreement, amend the off-duty access to company property rule, known as the 15-Minute Rule, described above, to make clear that employees may access non-working areas on the property, and we will notify you in writing that we have made this amendment.

**WE HAVE** removed from our files all references to the disciplines of (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) and WE  
WILL notify each of them in writing that we have rescinded the discipline and that we will not use the discipline against them in any way.

**Amazon.com Services, LLC d/b/a DCH1**  
(Employer)

**Dated:** 4/2/2021      **By:** /s/ Zane Brown      VP and Associate GC  
(Representative)      (Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.*

**Telephone:**  
**Hours of Operation:**

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at [complianceunit@nrlrb.gov](mailto:complianceunit@nrlrb.gov).



# NOTICE TO EMPLOYEES



## POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

**Amazon.com Services, LLC d/b/a DCH1**

**Cases 13-CA-256021, 13-CA-259095, 13-  
CA-259150, 13-CA-259200, 13-CA-259279,  
13-CA-259408, and 13-CA-261827**

### THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT do anything to** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** ask you about your involvement, support for, or participation with Amazonians United Chicagoland (formerly DCH1 Amazonians United), or other union or protected concerted activity; or ask you questions about where content from the Amazonians United Chicagoland (formerly DCH1 Amazonians United) employee newsletter originated, including where employees received the information regarding VTO manager bonuses; or ask you what you or other employees were discussing while you are engaged in protected concerted activities, such as the March and April 2020 Coronavirus safety demonstrations, or how you felt or what your experience was during those demonstrations.

**WE WILL NOT** take pictures of you while you are engaged in peaceful protected concerted demonstrations in order to find out about your activities or involvement in those demonstrations.

**WE WILL NOT**, in retaliation for your engaging in the Coronavirus safety demonstrations in March and April 2020, instruct you to leave or tell you, under threat of discipline or discharge, that you cannot remain in the breakroom area or area outside of our Facility entrance or property.

**WE WILL NOT**, in retaliation for your engaging in the Coronavirus safety demonstrations in March and April 2020, create or maintain any rules that limit your access to non-working areas in or outside the Facility, such as the 15-Minute Rule.

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219 South Dearborn Street, Suite 808  
Chicago, Illinois 60604

Telephone: (312) 353-7570  
Hours of Operation: 8:30 a.m. to 5:00 p.m.

### THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit's Compliance Assistant, Nakisha Skinner at (312)886-4888.





# NOTICE TO EMPLOYEES



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AN AGENCY OF THE UNITED STATES GOVERNMENT

**WE WILL NOT** issue discipline to you because you exercise your right to bring work-related issues and complaints to us on behalf of yourself and other employees.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL**, within 7 days of the approval of this Settlement Agreement, amend the off-duty access to company property rule, known as the 15-Minute Rule, described above, to make clear that employees may access non-working areas on the property, and we will notify you in writing that we have made this amendment.

**WE HAVE** removed from our files all references to the disciplines of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

and **WE** **WILL** notify each of them in writing that we have rescinded the discipline and that we will not use the discipline against them in any way.

Amazon.com Services, LLC d/b/a DCH1  
(Employer)

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative Should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/ttv> (link is external), calling one of its toll-free numbers and asking its Communications Assistant to call our toll-free number at 1-844-762-NLRB.

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